

EXHIBIT D

TERM LOAN JOINDER AGREEMENT

THIS TERM LOAN JOINDER AGREEMENT, dated as of July 10, 2015 (this “**Agreement**”), by and among Emigrant Bank (“**Additional Lender**”), Our Alchemy, LLC, a Delaware limited liability company (the “**Borrower**”), Preferred Bank (“**Preferred**”), Pacific Mercantile Bank (“**PMB**”), SunTrust Bank (“**Suntrust**”), as the Administrative Agent (in such capacity, the “**Administrative Agent**”) on behalf of Preferred, PMB and Suntrust, and their respective successors and assigns (collectively, the “**Lenders**”) and the Lenders.

RECITALS:

WHEREAS, reference is hereby made to that certain Amended and Restated Revolving Credit and Term Loan Agreement, dated as of July 9, 2015 among the Borrower, the Administrative Agent and the Lenders evidencing Loans made by the Lenders thereunder (as the same may be amended, supplemented or restated from time to time, the “**Credit Agreement**”) (capitalized terms used but not defined in this Agreement have the respective meanings assigned to them in the Credit Agreement);

WHEREAS, pursuant to **Section 2.21B** of the Credit Agreement, the Borrower is requesting Term Loans in an aggregate principal amount of \$14,500,000, of which amount the Additional Lender is agreeable to providing its Incremental Term Commitment pursuant to **Section 2.21B** of the Credit Agreement and making Term Loans in respect thereof. Immediately after Additional Lender provides its Incremental Term Loan in such amount, such Incremental Term Loan and the Commitments of all the Lenders will be reallocated in the amounts set forth in **Exhibit I** attached hereto, and Additional Lender shall thereafter make Revolving Loans and Term Loans in accordance with its Pro Rata Share as reflected on **Exhibit I** in an aggregate amount of \$14,875,000; and

WHEREAS, the Administrative Agent and each Lender consents to the joinder of each Additional Lender as a “Lender” under, and for all purposes of, the Credit Agreement.

NOW, THEREFORE, in consideration of the premises and agreements, provisions and covenants herein contained, the parties hereto agree as follows:

The Additional Lender hereby agrees to commit to provide its Incremental Term Commitment in an aggregate principal amount of \$14,500,000, on the terms and subject to the conditions set forth below. Immediately after Additional Lender provides its Incremental Term Loan, such Incremental Term Loan and the Commitments of all the Lenders will be reallocated in the amounts set forth in **Exhibit I** attached hereto, and Additional Lender shall thereafter make Revolving Loans and Term Loans in accordance with its Pro Rata Share as reflected on **Exhibit I**.

Additional Lender (i) confirms that it has received a copy of the Credit Agreement and the other Loan Documents, together with copies of the financial statements referred to therein and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Agreement; (ii) agrees that it will,

independently and without reliance upon the Administrative Agent, or any other Lender or Additional Lender or agent and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement; (iii) appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers under the Credit Agreement and the other Loan Documents as are delegated to the Administrative Agent, as the case may be, by the terms thereof, together with such powers as are reasonably incidental thereto; and (iv) agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Credit Agreement are required to be performed by it as an Additional Lender.

Additional Lender hereby agrees to make its Incremental Term Commitment (and after the reallocation referred to above, its Revolving Commitments and its Term Loan Commitments) on the following terms and conditions:

1. **Payments.** Borrower shall make each payment required to be made by it under the Credit Agreement (whether of principal, interest, fees or otherwise) on the Term Loans and Revolving Loans in accordance with the terms of the Credit Agreement.
2. **Voluntary and Mandatory Prepayments.** The aggregate outstanding principal of the Loans shall be reduced in connection with any mandatory or voluntary prepayments of the Loans in accordance with Section 2.8, Section 2.10 and Section 2.11, respectively, of the Credit Agreement.
3. **Additional Lenders.** Additional Lender acknowledges and agrees that upon its execution of this Agreement and the making of its Incremental Term Loans that Additional Lender shall become a “Lender” under, and for all purposes of, the Credit Agreement and the other Loan Documents, and shall be subject to and bound by the terms thereof, and shall perform all the obligations of and shall have all rights of a Lender thereunder. Schedule I to the Credit Agreement is hereby replaced with Schedule I attached hereto.
4. **Credit Agreement Governs.** Except as set forth in this Agreement, the Incremental Term Commitments (and after the reallocation referred to above, its Revolving Commitments and its Term Loan Commitments) shall otherwise be subject to the provisions of the Credit Agreement and the other Loan Documents.
5. **Representations.** The Borrower further certifies, represents and warrants that:
 - (a) the representations and warranties of the Loan Parties set forth in the Credit Agreement and in the other Loan Documents shall be true and correct in all material respects on and as of the date hereof, except that (i) to the extent any such representation and warranty is expressly limited to an earlier date, such representation and warranty shall continue to be true and correct in all material respects as of such specified earlier date, and (ii) to the extent that any such representation and warranty is qualified by

materiality, such representation and warranty shall continue to be true and correct in all respects;

- (b) at the time of and immediately after giving effect to any such proposed increase, no Default or Event of Default shall exist, all representations and warranties of each Loan Party set forth in the Loan Documents shall be true and correct in all material respects (other than those representations and warranties that are expressly qualified by a Material Adverse Effect or other materiality, in which case such representations and warranties shall be true and correct in all respects), and, since March 31, 2015, there shall have been no change which has had or could reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect;
- (c) any Incremental Term Commitments provided hereunder have a termination date no earlier than as set forth in item (ii) of the definition of Term Commitment Termination Date; and
- (d) any collateral securing any such Incremental Term Commitments (and after the reallocation referred to above, its Revolving Commitments and its Term Loan Commitments) shall also secure all other Obligations on a *pari passu* basis.

6. **Reaffirmation of Guarantees and Security Interests.** Each of Loan Parties hereby (a) affirms and confirms its guarantees, pledges, grants and other undertakings under the Credit Agreement and the other Loan Documents to which it is a party, in each case as modified by this Agreement, (b) affirms and confirms that the Collateral pledged by it pursuant to the Collateral Documents to which it is a party shall continue to secure the payment or performance of the Indebtedness and the Credit Agreement, as such agreements may be amended, modified, supplemented or restated from time to time and (c) agrees that that each Loan Document to which it is a party (as modified hereby) shall continue to be in full force and effect and all guarantees, pledges, grants and other undertakings thereunder shall continue to be in full force and effect and shall accrue to the benefit of the Secured Parties.

7. **Conditions to Effectiveness.** This Agreement shall become effective on the date when each of the conditions set forth in this Section 7 to this Agreement shall have been fulfilled.

- (a) Execution of Counterparts. The Administrative Agent shall have received counterparts of this Agreement, duly executed and delivered on behalf of each of the Borrower, the Administrative Agent, and the Additional Lender.
- (b) Payment of Fees and Expenses. The Borrower shall have paid to each Person entitled thereto all other fees and expenses owing, if any, in respect of the Incremental Term Commitments (in each case, to the extent the

Borrower is responsible for such fees and expenses pursuant to the Credit Agreement) and Revolving Commitments.

8. **Notice.** For purposes of the Credit Agreement, the initial notice address of Additional Lender shall be as set forth below its signature below.
9. **Foreign Additional Lender.** If Additional Lender is a Foreign Lender, delivered herewith to the Administrative Agent and the Borrower are such forms, certificates or other evidence with respect to United States federal income tax withholding matters as Additional Lender may be required to deliver to the Administrative Agent and the Borrower pursuant to Section 2.19(g) of the Credit Agreement.
10. **Recordation.** Upon execution and delivery hereof, the Administrative Agent will record the Incremental Term Commitments of Additional Lender in the Register, and the reallocated Commitments in its Register.
11. **Reference to and Effect on the Loan Documents.**
 - (a) On and after the effectiveness of this Agreement, each reference in the Credit Agreement to “hereunder,” “hereof” or words of like import referring to the Credit Agreement, and each reference in the other Loan Documents to the “Credit Agreement,” “thereunder,” “thereof” or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement as modified by this Agreement.
 - (b) The Credit Agreement and each of the other Loan Documents, as specifically modified by this Agreement, are and shall continue to be in full force and effect and are hereby in all respects ratified and confirmed. Without limiting the generality of the foregoing, the Collateral Documents and all of the Collateral described therein do and shall continue to secure the payment or performance of the Indebtedness and the Credit Agreement, in each case as modified by this Agreement.
12. **Amendment, Modification and Waiver.** This Agreement may not be amended, modified or waived except by an instrument or instruments in writing signed and delivered on behalf of each of the parties hereto.
13. **Entire Agreement.** This Agreement, the Credit Agreement and the other Loan Documents constitute the entire agreement among the parties with respect to the subject matter hereof and thereof and supersede all other prior agreements and understandings, both written and verbal, among the parties or any of them with respect to the subject matter hereof.
14. **GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

15. **Severability.** Any provision of this Agreement held to be illegal, invalid or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such illegality, invalidity or unenforceability without affecting the legality, validity or enforceability of the remaining provisions hereof or thereof; and the illegality, invalidity or unenforceability of a particular provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
16. **Execution in Counterparts.** This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart to this Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof, and the parties waive any right they may have to object to said treatment.

[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned has caused its duly authorized officer to execute and deliver this Term Loan Joinder Agreement as of the date first referenced above.

EMIGRANT BANK

By: 

Name:

Eugene A. Miao

Title:

Executive Vice President

Notice Address:

C/o Aperture Media Partners

8730 Sunset Blvd, Suite 490

Los Angeles, CA 90069

Attention:

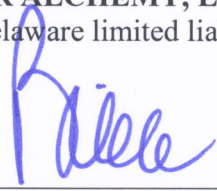
424-302-0880

Telephone:

Dan Mandel

Facsimile:

OUR ALCHEMY, LLC,
a Delaware limited liability company

By: 
Name: Bill Lee
Title: Chief Executive Officer

Consented to by:

SUNTRUST BANK,
as Administrative Agent and a Lender

By: Amanda K. Parks
Name: Amanda K. Parks
Title: SVP

PACIFIC MERCANTILE BANK, as a Lender

By: _____
Name:
Title:

PREFERRED BANK, as a Lender

By: _____
Name:
Title:

Consented to by:

SUNTRUST BANK,
as Administrative Agent and a Lender

By: _____

Name:

Title:

PACIFIC MERCANTILE BANK, as a Lender

By: 

Name:

Title:

SANDY MCLEERROLL
SVP

PREFERRED BANK, as a Lender

By: _____

Name:

Title:

Consented to by:

SUNTRUST BANK,
as Administrative Agent and a Lender

By: _____
Name:
Title:

PACIFIC MERCANTILE BANK, as a Lender

By: _____
Name:
Title:

PREFERRED BANK, as a Lender

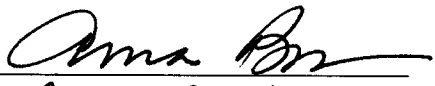
By: 
Name: *Anna Bagdasarian*
Title: *SVP*

EXHIBIT I
TO TERM LOAN JOINDER AGREEMENT

Institution	Revolver Allocation	Term Loan Allocation
SunTrust Bank	\$9,533,333.34	\$12,283,333.34
Pacific Mercantile Bank	\$6,933,333.33	\$8,933,333.33
Preferred Bank	\$3,033,333.33	\$3,908,333.33
Emigrant Bank	\$6,500,000.00	\$8,375,000.00
Total	\$26,000,000.00	\$33,500,000.00

[Schedule A to Term Loan Joinder Agreement]